

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 07-20612

18 U.S.C. § 371
18 U.S.C. § 1347
18 U.S.C. § 1956(h)
18 U.S.C. § 1957(a)
18 U.S.C. § 2
18 U.S.C. § 982

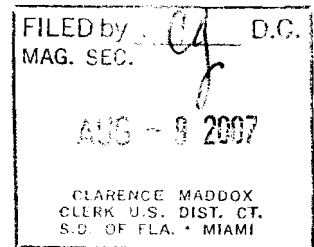
/TORRES

UNITED STATES OF AMERICA,

vs.

LESTER MIRANDA,
ARIEL ESTEVEZ,
LUIS GARCIA HIGGINS,
and
KARINA ESTEVEZ,

Defendants.



INDICTMENT

The Grand Jury charges that:

GENERAL ALLEGATIONS

At all times relevant to this Indictment:

The Clinic

1. United Life, Corp. (hereinafter, "United Life") was incorporated in the State of Florida on January 22, 2004. United Life was a medical clinic located at 4218 E. 4th Avenue, Hialeah, Florida, and was in business from in or around January 2004 through in or around February 2005, when the clinic closed.

2. United Life purportedly specialized in the treatment of patients diagnosed with human immunodeficiency virus (hereinafter, "HIV"). HIV is a viral infection that attacks a patient's

immune system. United Life purported to provide injections of medications such as Filagrastim, as well as intravenous infusion treatments, i.e., treatments which required the insertion of a needle into a patient's vein in order to administer multivitamins and "Immune Globulin" medications such as Gamunex. Intravenous immune globulin (hereinafter, "IVIG") medications can be used in select cases to treat HIV patients.

3. Employees at United Life submitted claims to Medicare seeking reimbursements for the cost of infusion treatments of Gamunex and Filagrastim injections that were purportedly provided to patients. United Life did not have a Medicare Provider Number and therefore used the Medicare Provider Number assigned to Rupert Francis, M.D., to bill for all services rendered at United Life.

4. From in or around January 2004, through in or around February 2005, United Life billed approximately \$7,785,856 and received approximately \$2,042,633 in Medicare reimbursements based upon claims for alleged treatments of Gamunex and Filagrastim.

The Medicare Program

5. The Medicare Program (hereinafter, "Medicare") was a federal insurance program that provided free or below-cost health care benefits to certain individuals, primarily the elderly, blind, and disabled. The United States Department of Health and Human Services (hereinafter, "HHS") was responsible for the administration of Medicare. Centers for Medicare and Medicaid Services (hereinafter, "CMS") was the component agency of HHS that administers and supervises the Medicare Program. Individuals who received benefits under Medicare were commonly referred to as Medicare "beneficiaries."

6. Medicare was a "health care benefit program," as defined by Title 18, United States Code, Section 24(b).

7. Medicare Part B paid for a portion of the cost of certain necessary medical services and medications that were provided and ordered by physicians, clinics, and other qualified health care providers. Medicare Part B was administered in Florida by First Coast Service Options (hereinafter, "FCSO"), a company that contracted with CMS to receive, adjudicate, process, and pay Medicare Part B claims. Medicare Part B payments were made directly to the physician, clinic, or other provider of the medical services, rather than to the beneficiary.

8. Physicians, clinics, and other health care providers that provided services to Medicare beneficiaries were able to apply for and obtain a "provider number." A health care provider who had been issued a Medicare provider number was able to file claims with Medicare to obtain reimbursement for services provided to beneficiaries. A Medicare claim was required to set forth, among other things, the beneficiary's name and Medicare identification number, the services that had been performed for the beneficiary, the date the services were provided, the cost of the services, and the name and identification number of the physician or other health care provider who had ordered the services.

9. For Medicare billing purposes, medical services and medications provided to beneficiaries were identified by a Current Procedural Terminology ("CPT") code. The CPT code for Gamunex was J1564.

10. Rupert Francis, M.D. was a Medicare provider that purportedly treated HIV patients by providing "infusion" of expensive medications such as immune globulin. As a Medicare provider, Rupert Francis, M.D. was eligible to provide medical services to Medicare beneficiaries, to bill Medicare for those services, and to be reimbursed by Medicare. As a Medicare provider, Rupert Francis, M.D. was required to meet certain obligations before submitting claims for payment. These obligations were to: (a) bill Medicare for only reasonable and necessary medical services; (b) not

make false statements or misrepresentations of material facts concerning requests for payment under Medicare; (c) provide economical medical services, and then, only where medically necessary; (d) assure that such services are not substantially in excess of the needs of such patients; and (e) not submit or cause to be submitted bills or requests for payment substantially in excess of the provider's costs.

11. In order to bill the Medicare Program for services purportedly rendered, a Medicare provider electronically submitted claims on a Form 1500 (a claim form) to FCSO. When a Form 1500 was submitted, the provider certified that the contents of the form were true, correct, complete, and that the form was prepared in compliance with the laws and regulations governing Medicare.

12. Some Medicare providers filed claims directly with FCSO, but others contracted with a billing service that processed the Medicare claims on behalf of that provider. When a billing service was used, the billing service was given access to the provider's Medicare information by the Medicare provider and then submitted the request to Medicare. Commonly, a "Super Bill", that is, a preprinted form that itemizes and describes all services and fees that had been rendered on behalf of a Medicare beneficiary, is provided to the billing service. FCSO, on behalf of Medicare, paid the Medicare claims with federal funds. The provider received payment from Medicare in the form of either electronic deposit or check. The provider in turn paid the billing service a portion of the amount received from Medicare, which usually consisted of a five to seven percent fee, either by electronic deposit or check, as a fee for services rendered. Billing services were not independently licensed or regulated. The billing service was given a "submitter number" by Medicare, and were allowed to select their own password. Billing companies normally maintained copies of documents received from their client Medicare provider in order to authenticate billing. Medicare provider Rupert Francis, M.D. contracted with a billing company named DNA Billing to process its Medicare

claims.

The Defendants and Co-Conspirator

13. Defendant **LESTER MIRANDA** established and owned United Life, and oversaw its important business and financial decisions from its inception until the clinic closed in or around February 2005.

14. Defendant **ARIEL ESTEVEZ** managed United Life's day-to-day operations until the clinic closed in or around February 2005. **ARIEL ESTEVEZ** also controlled and had signature authority over the business bank accounts for United Life from its inception until the clinic closed.

15. Defendant **LUIS GARCIA HIGGINS** was a licensed physician's assistant in the State of Florida and was employed at United Life, from in or around March 2004 until in or around February 2005. **LUIS GARCIA HIGGINS** worked in the clinic on a daily basis examining patients, diagnosing illnesses, and providing patient care. **LUIS GARCIA HIGGINS** was also employed full-time by the federal government as a physician's assistant at the United States Bureau of Prisons with a daytime work schedule during the entire period while he worked at United Life.

16. Defendant **KARINA ESTEVEZ** was employed as a medical assistant at United Life from in or around January 2004 until in or around February 2005. **KARINA ESTEVEZ** attended to medical files, Medicare billing, and accounting while employed at the clinic.

17. Co-conspirator Rupert Francis was a medical doctor licensed to practice in the State of Florida. Francis was employed by United Life and treated patients there from in or around January 2004 through in or around February 2005. Francis controlled and had signature authority over the bank accounts for United Life and was responsible for reviewing the patient files. Francis was also employed full-time by the federal government as a staff physician at the United States Bureau of Prisons with a daytime work schedule during the entire period while his practice billed

Medicare on behalf of United Life.

COUNT 1
**Conspiracy to Defraud the United States,
Commit Health Care Fraud, and Pay Kickbacks
(18 U.S.C. § 371)**

1. Paragraphs 1 through 17 of the General Allegations section of this Indictment are realleged and incorporated by reference as though fully set forth herein.

2. From in or around January 2004, and continuing through in or around February 2005, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendants,

**LESTER MIRANDA,
ARIEL ESTEVEZ,
LUIS GARCIA HIGGINS,
and
KARINA ESTEVEZ,**

did willfully, that is, with the intent to further the objects of the conspiracy, and knowingly combine, conspire, confederate, and agree with each other and with Rupert Francis and others known and unknown to the Grand Jury:

A. to defraud the United States by impairing, impeding, obstructing, and defeating, through deceitful and dishonest means, the lawful government functions of the United States Department of Health and Human Services in its administration and oversight of Medicare;

B. to commit an offense against the United States, that is, to violate Title 18, United States Code, Section 1347, by knowingly and willfully executing, and attempting to execute, a scheme and artifice to defraud and to obtain, by means of materially false and fraudulent pretenses, representations, and promises, money and property owned by, and under the custody and control of, a health care benefit program as defined in Title 18, United States Code, Section 24(b), that is, Medicare, in connection with the delivery of and payment for health care benefits, items, and

services; and

C. to violate Title 42, United States Code, Section 1320a-7(b)(2)(A), by knowingly and willfully offering and paying any remuneration, including any kickback and bribe, directly and indirectly, overtly and covertly, to any person to induce such person to refer an individual for the furnishing and arranging for the furnishing of any item and service for which payment maybe made in whole and in part under Medicare; and to purchase and order, and arrange for and recommend purchasing and ordering, any good, service, and item for which payment may be made in whole and in part by Medicare.

PURPOSE OF THE CONSPIRACY

3. It was the purpose of the conspiracy for the defendants and their co-conspirators to unlawfully enrich themselves by, among other things: (a) submitting and causing the submission of false and fraudulent claims to Medicare for the cost of various health care benefits, items, and services; (b) paying kickbacks and bribes to Medicare beneficiaries so that they would serve as patients at United Life, thereby furthering the billing fraud scheme; (c) concealing the submission of false and fraudulent claims to Medicare, the receipt and transfer of fraud proceeds, and the payment of kickbacks and bribes; and (d) diverting fraud proceeds for the defendants' and their co-conspirators' personal use and benefit.

MANNER AND MEANS USED TO ACCOMPLISH THE CONSPIRACY

The manner and means by which the defendants and their co-conspirators sought to accomplish the objects and purpose of the conspiracy included, but were not limited to, the following:

4. **LESTER MIRANDA** established United Life.

5. **ARIEL ESTEVEZ** directed medical personnel and assistants at United Life to provide infusion therapy treatments of multivitamins and "Immune Globulin" medications such as

Gamunex to patients who were HIV positive.

6. **LUIS GARCIA HIGGINS, KARINA ESTEVEZ**, and their co-conspirators, fabricated therapy notes, impressions and vital signs on "Infusion Therapy" sheets, which falsely stated that patients had received specific dosages of Gamunex by infusion.

7. **LESTER MIRANDA, ARIEL ESTEVEZ, LUIS GARCIA HIGGINS, KARINA ESTEVEZ**, and their co-conspirators, submitted and caused to be submitted, to Medicare, numerous false and fraudulent claims on behalf of United Life, seeking reimbursement for the cost of infusion treatments and medications, i.e., Gamunex and Filagristim, that were not provided, not provided as claimed, and were not medically necessary.

8. To promote and continue the fraud scheme, **ARIEL ESTEVEZ, KARINA ESTEVEZ**, and their co-conspirators, paid kickbacks and bribes to Medicare beneficiaries to ensure that the beneficiaries would serve as patients at United Life.

OVERT ACTS IN FURTHERANCE OF THE CONSPIRACY

In furtherance of the conspiracy, and to accomplish its purpose and objects, at least one of the co-conspirators committed, or caused to be committed, in the Southern District of Florida, and elsewhere, at least one of the following overt acts, among others:

Establishment of the United Life Clinic

1. In or about February 2004, **LESTER MIRANDA** and **ARIEL ESTEVEZ** hired **LUIS GARCIA HIGGINS** as the physician's assistant for the United Life clinic located at 4218 E. 4th Avenue, Hialeah, Florida.

2. In or about February 2004, **LESTER MIRANDA** and **ARIEL ESTEVEZ** hired Rupert Francis as the medical doctor for the United Life clinic.

3. On or about February 25, 2004, Rupert Francis signed a Medicare Federal Health

Care Provider/Supplier Enrollment Application for Benefits form and received Medicare Provider #U2254.

4. On or about February 24, 2004, **LUIS GARCIA HIGGINS** applied for and received an Occupational License from the City of Hialeah, Florida, enabling him to work as a physician's assistant at the United Life clinic.

5. On or about June 30, 2004, Rupert Francis and **ARIEL ESTEVEZ** opened a joint personal bank account at Union Planters Bank in Miami Lakes, Florida, bearing account number 96xxxxxx65.

6. On or about January 21, 2005, Rupert Francis and **ARIEL ESTEVEZ** opened a business checking account in the name of Rupert Francis, M.D. P.A. at Bank of America in Hialeah, Florida, bearing account number 00xxxxxxxx39.

Medicare Beneficiary W.H.

7. On or about January 14, 2005, **KARINA ESTEVEZ** prepared an Infusion Therapy Sheet that falsely stated that Medicare beneficiary W.H. received Gamunex.

8. On or about January 19, 2005, **LUIS GARCIA HIGGINS** signed a Patient's Follow Up Visit form indicating that he had examined Medicare beneficiary W.H.

9. On or about January 25, 2005, **ARIEL ESTEVEZ** and **KARINA ESTEVEZ** submitted and or caused to be submitted a false claim to Medicare, seeking reimbursement for the cost of 6,000 units of Gamunex that purportedly had been provided to Medicare beneficiary W.H. on that date.

10. On or about January 28, 2005, **LUIS GARCIA HIGGINS** signed a "Super Bill" falsely indicating Medicare beneficiary W.H. received 6,000 units of Gamunex.

Medicare Beneficiary V.C.

11. On or about December 22, 2004, **KARINA ESTEVEZ** prepared an Infusion Record Sheet falsely stating that Medicare beneficiary V.C. had received Gamunex.

12. In or about January 2005, **ARIEL ESTEVEZ** paid a cash kickback to Medicare beneficiary V.C. to attend the United Life clinic.

13. On or about January 28, 2005, **LUIS GARCIA HIGGINS** signed a "Super Bill" falsely indicating Medicare beneficiary V.C. had received 6,000 units of Gamunex.

14. On or about January 28, 2005, **ARIEL ESTEVEZ** and **KARINA ESTEVEZ** submitted or caused to be submitted a false claim to Medicare, seeking reimbursement for the cost of 6,000 units of Gamunex that purportedly had been provided to Medicare beneficiary V.C. on that date.

Medicare Beneficiary E. W.

15. In or about December 2004, **ARIEL ESTEVEZ** paid a cash kickback to Medicare beneficiary E.W. to attend the United Life clinic.

16. On or about January 28, 2005, **ARIEL ESTEVEZ** and **KARINA ESTEVEZ** submitted or caused to be submitted a false claim to Medicare, seeking reimbursement for the cost of 6,000 units of Gamunex that purportedly had been provided to Medicare beneficiary E.W. on that date.

17. On or about January 28, 2005, **KARINA ESTEVEZ** prepared an Infusion Therapy Sheet falsely stating that Medicare beneficiary E.W. received Gamunex.

18. On or about February 2, 2005, **LUIS GARCIA HIGGINS** signed a Patient's Follow Up Visit form indicating that he had examined Medicare beneficiary E.W.

Medicare Beneficiary R.S.

19. On or about January 28, 2005, **LUIS GARCIA HIGGINS** signed a Patient's Follow Up Visit form indicating that he had examined Medicare beneficiary R.S.

20. On or about January 28, 2005, **ARIEL ESTEVEZ** and **KARINA ESTEVEZ** submitted or caused to be submitted a false claim to Medicare, seeking reimbursement for the cost of 5,000 units of Gamunex that purportedly had been provided to Medicare beneficiary R.S. on that date.

21. On or about February 4, 2005, **LUIS GARCIA HIGGINS** signed a "Super Bill" falsely indicating that Medicare beneficiary R.S. had received 5,000 units of Gamunex.

Medicare Beneficiary B. W.

22. On or about December 10, 2004, **LUIS GARCIA HIGGINS** signed a Patient's Follow Up Visit form indicating that he had examined Medicare beneficiary B.W.

23. On or about January 26, 2005, **KARINA ESTEVEZ** prepared an Infusion Therapy Sheet falsely stating that Medicare beneficiary B.W. had received Gamunex.

24. On or about February 4, 2005, **LUIS GARCIA HIGGINS** signed a "Super Bill" falsely indicating Medicare beneficiary B.W. had received 6,000 units of Gamunex.

25. On or about February 4, 2005, **ARIEL ESTEVEZ** and **KARINA ESTEVEZ** submitted or caused to be submitted a false claim to Medicare, seeking reimbursement for the cost of 6,000 units of Gamunex that purportedly had been provided to Medicare beneficiary B.W. on that date.

Medicare Beneficiary E.H.

26. On or about January 3, 2005, **KARINA ESTEVEZ** prepared an Infusion Therapy Sheet falsely stating that Medicare beneficiary E.H. had received Gamunex.

27. On or about January 4, 2005, **ARIEL ESTEVEZ** and **KARINA ESTEVEZ** submitted or caused to be submitted a false claim to Medicare, seeking reimbursement for the cost of 6,500 units of Gamunex that purportedly had been provided to Medicare beneficiary E.H. on that date.

28. On or about January 28, 2005, **LUIS GARCIA HIGGINS** signed a "Super Bill" falsely indicating that Medicare beneficiary E.H. had received 6,500 units of Gamunex.

All in violation of Title 18, United States Code, Section 371.

COUNTS 2-22
Health Care Fraud
(18 U.S.C. §§ 1347 and 2)

1. Paragraphs 1 through 17 of the General Allegations section of this Indictment are realleged and incorporated by reference as though fully set forth herein.

2. On or about the dates set forth below, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendants,

LESTER MIRANDA,
ARIEL ESTEVEZ,
LUIS GARCIA HIGGINS,
and
KARINA ESTEVEZ,

in connection with the delivery of and payment for health care benefits, items, and services, did knowingly and willfully execute, and attempt to execute, a scheme and artifice to defraud a health care benefit program affecting commerce, as defined in Title 18, United States Code, Section 24(b), that is, Medicare, and to obtain, by means of materially false and fraudulent pretenses, representations, and promises, money and property owned by, and under the custody and control of, said health care benefit program, that is: the defendants knowingly submitted, and caused to be submitted, to Medicare, through First Coast Service Options, false and fraudulent claims for the cost

of injection and/or infusion therapy treatments of Gamunex and Filgrastim.

PURPOSE OF THE SCHEME AND ARTIFICE

3. It was the purpose of the scheme and artifice for the defendants and their accomplices to unlawfully enrich themselves by, among other things: (a) submitting and causing the submission of false and fraudulent claims to Medicare for the cost of various health care benefits, items, and services; (b) paying kickbacks and bribes to Medicare beneficiaries so that they would serve as patients at United Life, thereby furthering the billing fraud scheme; (c) concealing the submission of false and fraudulent claims to Medicare, the receipt and transfer of fraud proceeds, and the payment of kickbacks and bribes; and (d) diverting fraud proceeds for the defendants' and their accomplices' personal use and benefit.

THE SCHEME AND ARTIFICE

4. The allegations in paragraphs 4 through 8 of the Manner and Means section of Count 1 of this Indictment are realleged and incorporated by reference as though fully set forth herein as a description of the scheme and artifice.

ACTS IN EXECUTION OF THE SCHEME AND ARTIFICE

On or about the dates specified as to each count below, in Miami-Dade County, in the Southern District of Florida, and elsewhere, **LESTER MIRANDA, ARIEL ESTEVEZ, LUIS GARCIA HIGGINS, and KARINA ESTEVEZ**, in connection with the delivery of and payment for health care benefits, items, and services, did knowingly and willfully execute, and attempt to execute, the above- described scheme and artifice to defraud a health care benefit program affecting commerce, that is, Medicare, and to obtain, by means of materially false and fraudulent pretenses, representations, and promises, money and property owned by, and under the custody and control of, said health care benefit program:

Count	Patient	Approximate Date of Service	Approximate Date of Claim	Gamunex Units Billed	Approx. Amount Billed	Approx. Amount Paid
2	W.H.	1/3/2005	1/4/2005	7,000	\$28,000	\$3,024
3	W.H.	1/24/2005	1/25/2005	6,000	\$24,000	\$2,592
4	W.H.	1/26/2005	1/26/2005	6,000	\$24,000	\$2,592
5	W.H.	1/28/2005	1/28/2005	6,000	\$6,000	\$2,592
6	V.C.	12/6/2004	12/6/2004	6,000	\$6,000	\$3,264
7	V.C.	12/22/2004	12/22/2004	7,000	\$7,000	\$3,808
8	V.C.	1/28/2005	1/28/2005	6,000	\$6,000	\$2,592
9	V.C.	2/2/2005	2/2/2005	6,000	\$6,000	\$2,592
10	E.W.	12/6/2004	12/6/2004	5,000	\$5,000	\$2,720
11	E.W.	12/22/2004	12/22/2004	6,500	\$6,500	\$3,536
12	E.W.	1/28/2005	1/28/2005	6,000	\$6,000	\$2,592
13	E.W.	2/2/2005	2/2/2005	6,000	\$6,000	\$2,592
14	R.S.	12/6/2004	12/6/2004	6,000	\$6,000	\$3,264
15	R.S.	12/13/2004	12/14/2004	6,000	\$6,000	\$3,264
16	R.S.	1/28/2005	1/28/2005	5,000	\$5,000	\$2,160
17	R.S.	2/4/2005	2/4/2005	5,000	\$5,000	\$2,160
18	B.W.	12/6/2004	12/6/2004	7,000	\$7,000	\$3,808
19	B.W.	12/20/2004	12/20/2004	6,500	\$6,500	\$3,536
20	B.W.	1/26/2005	1/26/2005	6,000	\$24,000	\$2,592
21	B.W.	2/04/2005	2/04/2005	6,000	\$6,000	\$2,592
22	E.H.	1/3/2005	1/4/2005	6,500	\$26,000	\$2,808

In violation of Title 18, United States Code, Sections 1347 and 2.

COUNT 23
Conspiracy to Commit Money Laundering
(18 U.S.C. § 1956(h))

1. Paragraphs 1 through 17 of the General Allegations section of this Indictment are realleged and incorporated by reference as though fully set forth herein.

2. From in or around January 2004, and continuing through in or around February 2005, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendants,

LESTER MIRANDA and
ARIEL ESTEVEZ,

did willfully, that is, with the intent to further the object of the conspiracy, and knowingly combine, conspire, confederate, agree and with each other and with persons known and unknown to the Grand Jury, to commit an offense under Title 18, United States Code, Section 1957(a), that is: to engage and attempt to engage in a monetary transaction, affecting interstate and foreign commerce, involving criminally derived property of a value greater than \$10,000, such property having been derived from a specified unlawful activity, knowing that the property involved in the monetary transaction was derived from some form of unlawful activity.

It is further alleged that the specified unlawful activity is health care fraud, in violation of Title 18, United States Code, Section 1347.

All in violation of Title 18, United States Code, Section 1956(h).

COUNTS 24-34
Money Laundering
(18 U.S.C. §§ 1957(a) and 2)

1. Paragraphs 1 through 17 of the General Allegations section of this Indictment are realleged and incorporated by reference as though fully set forth herein.

2. On or about the dates set forth below, in Miami-Dade County, in the Southern District

of Florida, and elsewhere, the defendants,

**LESTER MIRANDA and
ARIEL ESTEVEZ,**

did knowingly engage and attempt to engage in monetary transactions affecting interstate and foreign commerce, as described below, involving criminally derived property of a value greater than \$10,000, such property having been derived from a specified unlawful activity, knowing that the property involved in the monetary transactions was derived from some form of unlawful activity:

Count	Approximate Date of Monetary Transaction	Description of Monetary Transaction
24	December 20, 2004	Deposit of check number 281, drawn on the Rupert Francis/Ariel Estevez Union Planters joint personal checking account, into the Bank of America account of New Boy in Town Marketing Corp., in the approximate amount of \$20,000
25	January 5, 2005	Deposit of check number 231, drawn on the Rupert Francis/Ariel Estevez Union Planters joint personal checking account, into the Bank of America account of Monsoon Trading Corp., in the approximate amount of \$22,678
26	January 7, 2005	Deposit of check number 253, drawn on the Rupert Francis/Ariel Estevez Union Planters joint personal checking account, into the Bank of America account of New Boy in Town Marketing Corp., in the approximate amount of \$49,885
27	January 18, 2005	Deposit of check number 260, drawn on the Rupert Francis/Ariel Estevez Union Planters joint personal checking account, into Bank of America account of New Boy in Town Marketing Corp., in the approximate amount of \$33,519
28	January 18, 2005	Deposit of check number 271, drawn on the Rupert Francis/Ariel Estevez Union Planters joint personal checking account, into the Bank of America account of Apex Corp., in the approximate amount of \$64,395
29	January 18, 2005	Deposit of check number 274, drawn on the Rupert Francis/Ariel Estevez Union Planters joint personal checking account, into the Bank of America account of Monsoon Trading Corp, in the approximate amount of \$35,604

Count	Approximate Date of Monetary Transaction	Description of Monetary Transaction
30	February 3, 2005	Deposit of check number 289, drawn on the Rupert Francis/Ariel Estevez Union Planters joint personal checking account, into the Bank of America account of United Life Corp., in the amount of \$50,000
31	February 3, 2005	Deposit of check number 290, drawn on the Rupert Francis/Ariel Estevez Union Planters joint personal checking account, into the Bank of America account of United Life Corp., in the amount of \$450,000
32	February 3, 2005	Deposit of check number 1008, drawn on the Rupert Francis M.D. P.A., Bank of America business account, into the Bank of America account of United Life Corp., in the amount of \$145,000
33	February 10, 2005	Purchase of cashier's check number 1006, drawn on the Bank of America account of United Life Corp., in the amount of \$600,000
34	February 10, 2005	Deposit of cashier's check number 1006, drawn on the Bank of America account of United Life Corp., into the Bank of America personal checking account of Lester Miranda, in the amount of \$600,000

It is further alleged that the specified unlawful activity is health care fraud, in violation of Title 18, United States Code, Section 1347.

In violation of Title 18, United States Code, Sections 1957(a) and 2.

FORFEITURE
(18 U.S.C. § 982)

1. The allegations contained in Counts 1 through 34 of this Indictment are realleged and incorporated by reference, as though fully set forth herein for the purpose of alleging forfeiture to the United States of America of certain property in which the defendants have an interest pursuant to the provisions of Title 18, United States Code, Section 982(a)(1) and 982(a)(7).

2. Pursuant to Title 18, United States Code, Section 982(a)(7), upon conviction of **LESTER MIRANDA, ARIEL ESTEVEZ, LUIS GARCIA HIGGINS, and KARINA ESTEVEZ**, for any of the offenses charged in Counts 1 through 22, the defendants shall forfeit to the United States all property, real or personal, that constitutes or is derived, directly or indirectly, from gross

proceeds traceable to the commission of the offense of conviction. The property that is subject to forfeiture includes, but is not limited to, \$2,042,633 and all interest and proceeds traceable thereto.

3. Pursuant to Title 18, United States Code, Section 982(a)(1), upon conviction of **LESTER MIRANDA, ARIEL ESTEVEZ, LUIS GARCIA HIGGINS, and KARINA ESTEVEZ**, for the offenses charged in Counts 23 through 34, the defendants shall forfeit to the United States all property, real and personal, involved in such offense, and any property traceable to such property.

4. If the property described above as being subject to forfeiture, as a result of any act or omission of **LESTER MIRANDA, ARIEL ESTEVEZ, LUIS GARCIA HIGGINS, and KARINA ESTEVEZ**,

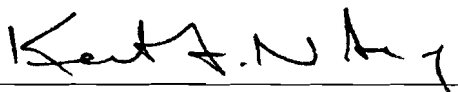
- A. cannot be located upon the exercise of due diligence;
- B. has been transferred or sold to or deposited with a third person;
- C. has been placed beyond the jurisdiction of the Court;
- D. has been substantially diminished in value, or
- E. has been commingled with other property which cannot be subdivided without difficulty;

it is the intent of the United States, pursuant to Title 21, United States Code, Section 853(p), as made applicable through Title 18, United States Code, Section 982(b)(1), to seek forfeiture of any other property of **LESTER MIRANDA, ARIEL ESTEVEZ, LUIS GARCIA HIGGINS, and KARINA ESTEVEZ**, up to the value of the above forfeitable property.

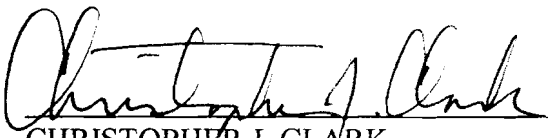
All pursuant to Title 18, United States Code, Sections 982(a)(1) and 982(a)(7) and the procedures set forth at Title 21, United States Code, Section 853, as made applicable through Title 18, United States Code, Section 982(b)(1).

A TRUE BILL

FOREPERSON



R. ALEXANDER ACOSTA
UNITED STATES ATTORNEY



CHRISTOPHER J. CLARK
ASSISTANT UNITED STATES ATTORNEY

vs.

CERTIFICATE OF TRIAL ATTORNEY*

LESTER MIRANDA,
 ARIEL ESTEVEZ,
 LUIS GARCIA HIGGINS,
 and KARINA ESTEVEZ,

Defendants. _____/

Superseding Case Information:

Court Division: (Select One)

X Miami _____ Key West
 _____ FTL _____ WPB _____ FTP

New Defendant(s)

Yes _____ No _____

Number of New Defendants _____

Total number of counts _____

I do hereby certify that:

1. I have carefully considered the allegations of the indictment, the number of defendants, the number of probable witnesses and the legal complexities of the Indictment/Information attached hereto.

2. I am aware that the information supplied on this statement will be relied upon by the Judges of this Court in setting their calendars and scheduling criminal trials under the mandate of the Speedy Trial Act, Title 28 U.S.C. Section 3161.

3. Interpreter: (Yes or No) Yes
 List language and/or dialect Spanish

4. This case will take 9 days for the parties to try.

5. Please check appropriate category and type of offense listed below:
 (Check only one) (Check only one)

I	0 to 5 days	_____	Petty	_____
II	6 to 10 days	<u>X</u>	Minor	_____
III	11 to 20 days	_____	Misdem.	_____
IV	21 to 60 days	_____	Felony	<u>X</u>
V	61 days and over	_____		

6. Has this case been previously filed in this District Court? (Yes or No) NO

If yes:

Judge: _____

Case No. _____

(Attach copy of dispositive order)

Has a complaint been filed in this matter?

(Yes or No) NO

If yes:

Magistrate Case No. _____

Related Miscellaneous numbers: _____

Defendant(s) in federal custody as of _____

Defendant(s) in state custody as of _____

Rule 20 from the _____

District of _____

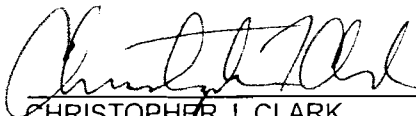
Is this a potential death penalty case? (Yes or No) NO

7. Does this case originate from a matter pending in the U.S. Attorney's Office prior to April 1, 2003? _____ Yes NO No

8. Does this case originate from a matter pending in the U. S. Attorney's Office prior to April 1, 1999? _____ Yes NO No
 If yes, was it pending in the Central Region? _____ Yes _____ No

9. Does this case originate from a matter pending in the Northern Region of the U.S. Attorney's Office prior to October 14, 2003? _____ Yes NO No

10. Does this case originate from a matter pending in the Narcotics Section (Miami) prior to May 18, 2003? _____ Yes NO No



CHRISTOPHER J. CLARK
 ASSISTANT UNITED STATES ATTORNEY
 Florida Bar No. 0588040

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

PENALTY SHEET

Defendant's Name: LESTER MIRANDA

Case No:

Count #: 1

Conspiracy to Defraud the United States, Commit Health Care Fraud

18 U.S.C. § 371

* Max. Penalty: 5 years' imprisonment

Counts #: 2-22

Health Care Fraud

18 U.S.C. § 1347

*Max. Penalty: 10 years' imprisonment

Count #: 23

Conspiracy to Commit Money Laundering

18 U.S.C. § 1956(h)

*Max. Penalty: 10 years' imprisonment

Counts#: 24-34

Money Laundering

18 U.S.C. § 1957(a)

*Max Penalty 10 years' imprisonment

***Refers only to possible term of incarceration, does not include possible fines, restitution, special assessments, parole terms, or forfeitures that may be applicable.**

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

PENALTY SHEET

Defendant's Name: ARIEL ESTEVEZ

Case No:

Count #: 1

Conspiracy to Defraud the United States, Commit Health Care Fraud

18 U.S.C. § 371

*** Max. Penalty:** 5 years' imprisonment

Counts #: 2-22

Health Care Fraud

18 U.S.C. § 1347

***Max. Penalty:** 10 years' imprisonment

Count #: 23

Conspiracy to Commit Money Laundering

18 U.S.C. § 1956(h)

***Max. Penalty:** 10 years' imprisonment

Counts#: 24-34

Money Laundering

18 U.S.C. § 1957(a)

***Max Penalty** 10 years' imprisonment

***Refers only to possible term of incarceration, does not include possible fines, restitution, special assessments, parole terms, or forfeitures that may be applicable.**

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

PENALTY SHEET

Defendant's Name: LUIS GARCIA HIGGINS

Case No:

Count #: 1

Conspiracy to Defraud the United States, Commit Health Care Fraud

18 U.S.C. § 371

*** Max. Penalty:** 5 years' imprisonment

Counts #: 2-22

Health Care Fraud

18 U.S.C. § 1347

***Max. Penalty:** 10 years' imprisonment

***Refers only to possible term of incarceration, does not include possible fines, restitution, special assessments, parole terms, or forfeitures that may be applicable.**

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

PENALTY SHEET

Defendant's Name: KARINA ESTEVEZ

Case No:

Count #: 1

Conspiracy to Defraud the United States, Commit Health Care Fraud

18 U.S.C. § 371

*** Max. Penalty:** 5 years' imprisonment

Counts #: 2-22

Health Care Fraud

18 U.S.C. § 1347

***Max. Penalty:** 10 years' imprisonment

***Refers only to possible term of incarceration, does not include possible fines, restitution, special assessments, parole terms, or forfeitures that may be applicable.**